

RESCAP

MORRISON | FOERSTER

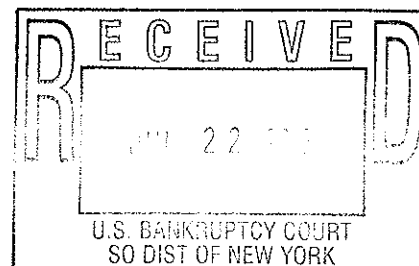
Claim Information

Claim Number	4731
Basis of Claim Explanation that states the legal and factual reasons why you believe you are owed money or are entitled to other relief from one of the Debtors as of May 14, 2012 (the date the Debtors filed their bankruptcy cases) and, you must provide copies of any and all documentation that you believe supports the basis for your claim.	<p>AMAC failed to finance property in a manner that conveyed marketable title to the property such that HUD would approve a further sale.</p> <p>See Affidavit of Louis Nemeth with attachments, attached hereto.</p> <p>26 pages attached</p>

If your claim relates to a mortgage loan that you believe was originated or serviced by one of the Debtors, please be sure to include the following loan information, so that we can effectively search our records for information on your property and loan, and evaluate your claim.

Loan Number: 182517102		
Address of property related to the above loan number: 659 Via Ravella		
City: Irving	State: Texas	ZIP Code: 75039

Additional resources may be found at - <http://www.kccllc.net/rescap>



Residential Capital, LLC P.O. Box 385220 Bloomington, MN 55438

Claim Number: 4731
Louis G. Nemeth
Type: POC

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, et al.,)	Chapter 11
)	
Debtors.)	Jointly Administered

**AFFIDAVIT OF LOUIS NEMETH
IN SUPPORT OF PROOF OF CLAIM**

THE STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, on this day personally appeared Louis Nemeth, who after being by me duly sworn on oath, deposed and said:

"In 2008, I purchased a Condo located at, 659 Via Ravello, Irving, Texas to allow me to have a residence in the area where my company is located. Today, my family and I are residents of Daytona Beach, FL. I purchased the Condo from the developer, North American Properties, Inc. The developer's on site representative was Courtney Ruiz. In order to facilitate the purchase, I used Todd Cory of GMAC Mortgage. Initially, Courtney and Todd discovered that the Investor ratio required to meet the standards of an FHA loan exceeded the applicable standard. A letter was exchanged between Ms. Ruiz and Mr. Cory, which I did not understand the implications of at the time, falsifying this ratio factor which allowed the closing at a Fort Worth Title Company. A copy of the falsified Condominium Project Questionnaire and Ms. Ruiz's letter is attached hereto as Exhibit "A" and incorporated by reference for all purposes. In fact, at the time of my purchase and even to this day, the ratio of completion of the various phases of construction is far lower than what Ms. Ruiz represented and the ownership ratio is much higher; each alone would have disqualified my loan from being approved. All of this information was known to Ms. Ruiz and Mr. Cory at the time I purchased this Condo.

Later, in March of 2012, I was ready to sell the Condo. I had a buyer make an offer and I had proceeded to relocate and as well as dispose of the contents of the Condo. On the Closing date I signed my side of the closing and then was informed that

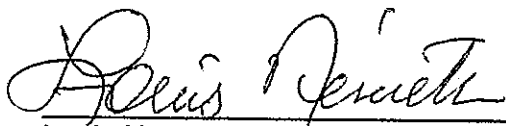
*Page 1 of 2
Lew*

the above referenced ratio was still incorrect and that the financing had denied on this basis. I didn't understand at the time why my financing had been approved and why, in this incident, it was disallowed until I discovered the falsification by Ms. Ruiz and Mr. Cory. A copy of the failed Contract and Closing Documents is attached hereto as Exhibit "B".

My current claim is based on the fact that I was fraudulently induced into purchasing the Condo by the intentional falsification of the loan documents by the developer's representative Ms. Ruiz and the GMAC loan officer, Mr. Cory. I now have a Condo for which I am personally responsible and for which I have no use; since I had to secure other arrangements after I made the decision to sell. A purchase of the Condo still cannot qualify to be financed because of this ratio. The current amount of money outstanding on the loan is \$412,848.07, inclusive of interest. I am including an additional \$21,864.74 in mortgage payments since the failed sale and I disposed of the entire Condo's contents at a \$61,905.00 loss when I vacated the property at the demand of the prospective buyer. A list of this property is attached hereto as Exhibit "C".

I was defrauded by GMAC Mortgage. I am wrongfully indebted to Fannie Mae through its loan servicer GreenTree. I am requesting total damages in the amount of \$496,617.81.

Further Affiant Sayeth Not."


Louis Nemeth

SWORN TO AND SUBSCRIBED BEFORE ME BY THE SAID Louis Nemeth on
this the 17 day of July, 2013.




NOTARY PUBLIC, STATE OF FL

Page 2 of 2
Lew

CONDOMINIUM PROJECT QUESTIONNAIRE

Project Name: <u>Positano Homes</u>	
Name of Master Association, if applicable: <u>Positano Condominium Association</u>	
City: <u>Irving</u>	State: _____
Year Project was Built: <u>2007</u>	
1. Total # of <u>legal</u> phases in project <u>3 declared</u> Total # of units in project <u>124 declared</u>	Subject property located in <u>legal</u> phase # <u>2</u> Total # of units in subject <u>legal</u> phase <u>10 villas</u>
2. # of units <u>sold and conveyed</u> (settled) in project <u>31 closed</u> # of units under contract in project <u>78</u>	# of units <u>sold and conveyed</u> (settled) in subject phase <u>8</u> # of units under contract in subject phase <u>40</u>
3. Provide breakdown of total units sold or under contract in project: - Primary Residence <u>106</u> - Second Home <u>2</u> - Investment Property <u>0</u> - Retained by Developer <u>2 models, 1 subproject</u> - Will developer sell or maintain units? <u>sell</u>	Provide breakdown of total units sold or under contract in subject phase: - Primary Residence <u>10</u> - Second Homes <u>0</u> - Investment Property <u>0</u> - Retained by Developer <u>0</u> - Will developer sell or maintain units? _____
4. Monthly HOA fee range from \$ <u>164</u> to \$ <u>326</u>	
5. Are all units, common elements and amenities complete in subject legal phase? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> • If NO, what is incomplete? o Number of Units Incomplete? _____ o What Common Elements & Amenities are Incomplete? _____ • Is there a bond letter or completion assurance for the incomplete common elements and amenities? (If yes, provide copy) _____	
6. Is the project subject to any additional phasing or annexation? <u>Phase 4</u> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
7. Is the project a conversion? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> • Is project a full gut rehab? Yes _____ No _____ • Is project a non gut rehab? Yes _____ No _____	
8. If project is a non gut rehab conversion has 90% of the units settled, has HOA been turned over to unit owners and project not subject to additional phasing or annexation? YES <input type="checkbox"/> NO <input type="checkbox"/> • If NO to any of the above, provide copy of Engineers Report and evidence repairs/renovations have been completed, if applicable <u>N/A</u>	
9. Does any investor (except developer on new construction) own more than 10% of total project? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> • If YES, how many units does the investor own? _____	
10. Is any part of the project used for commercial purposes? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> • If YES, what percentage of total square footage is used for commercial purposes? _____ % • If YES, what is commercial space used for _____	
11. The amount currently held in reserves for future repair and/or replacement of major components of the project is? <u>2% of Budget</u> \$ _____	

CONDOMINIUM PROJECT QUESTIONNAIRE - 11/06

Exhibit A

29. Is Project manufactured housing project?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
30. Is Project a multi-dwelling unit condominium (including lockout units in project) in which ownership of multiple units is evidenced by a single deed or mortgage?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
31. Does Project represent a legal, but nonconforming use of the land? If yes, does zoning regulations allow rebuilding to current density in the event of destruction?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
32. Is year-round occupancy permitted?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
33. Is there a mandatory rental clause?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

APPRAISAL

These questions are required when the condominium warranty is provided through Condo Project Manager (CPM). If the appraisal is not available provide evidence from an acceptable third party source to answer the following questions. The appraisal is required upon closing of the first loan transaction in the development.

34. Are values in the development:	Increasing <input checked="" type="checkbox"/>	Stable <input type="checkbox"/>	Declining <input type="checkbox"/>
35. Is the Demand/Supply:	Shortage <input type="checkbox"/>	In Balance <input checked="" type="checkbox"/>	Over Supply <input type="checkbox"/>
36. Is the Marketing Time:	Under 3 Months <input type="checkbox"/>	3-6 Months <input type="checkbox"/>	Over 6 Months <input checked="" type="checkbox"/>

DOCUMENTATION

Please enclose the following information with the completed Condo Project Questionnaire:

➤ Legible copy of master insurance policy declaration page to indicate the following: hazard insurance to cover 100% of the insurable replacement cost of the improvements, flood insurance if applicable coverage at least equal to the lesser of 100% of insurable value or maximum coverage under NFIP and liability insurance providing at least \$1MM of coverage.

➤ Evidence of Fidelity Bond Insurance for projects over 20 units and project is new (new construction or new conversion).

➤ Current Operating Budget required for the following:

- New construction and new full gut rehabs if project contains over 200 units.
- Non gut rehabs, regardless of number of units, if project is considered new

➤ Legal documents including Master Association documents, If applicable (Declaration of Condominium, Articles of Incorporation, By-laws and Master Deed) are required for the following:

- New construction and new gut rehabs if project contains over 200 units.
- Non gut rehabs, regardless of number of units, if project is considered new

➤ Engineer's Report and evidence of repairs/renovations, for non gut rehabs, if applicable

➤ Leasehold agreement, if applicable

➤ Completion bond, if applicable

I, the undersigned, certify that to the best of my knowledge and belief, the information and statements contained on this form and the attachments are true and correct.

Signature of Association Representative or Preparer

Carsten Ruiz

Name of Association Representative or Preparer and Title

Carsten Ruiz

Preparer's Company Name and Address *Positano Homes 601 Tuscan Dr. Irving, TX 76039*

1-10-08

Date of Completion

Telephone *972-556-0789*

CONDOMINIUM PROJECT QUESTIONNAIRE

12. Are there any monthly assessments delinquent more than 30 days?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Provide the number of units that are delinquent and the exact dollar amount outstanding.	\$ _____ / # _____
13. Do the legal documents of the homeowners' association contain language that protects the first mortgage rights?	YES <input type="checkbox"/> NO <input type="checkbox"/>
14. Provide date control of homeowners' association was turned over to unit owners.	3/4 sold & closed / / Month/Date/Year

15. Is there any pending litigation involving the homeowners' association or developer?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
• If YES, provide details of the circumstances surrounding the litigation.	
16. Have project legal documents been legally recorded (Articles of Incorporation, By-laws, Declaration, etc.)	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
17. Is project built on a Leasehold Estate?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
• If yes, provide leasehold agreement	

TWO UNIT TO FOUR UNIT CONDO

18. Are at least 1 out of 2 units, 2 out of 3 units or 3 out of 4 units sold as owner occupied or second home?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
--	---

PROJECT INSURANCE REQUIREMENTS

19. Is hazard insurance in place to cover 100% of the insurable replacement cost of the project improvements, including the individual units? The deductible should not exceed up to 5% of the face amount of the insurance policy.	YES <input type="checkbox"/> NO <input type="checkbox"/>
20. Is liability insurance in place providing at least \$1MM of coverage for bodily injury and property damage per occurrence?	YES <input type="checkbox"/> NO <input type="checkbox"/>
21. Is flood insurance (if required) in place providing coverage at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under NFIP? (Maximum deductible is the lesser of \$5,000.00 or 1% of policy's fact amount unless state law requires a higher deductible).	YES <input type="checkbox"/> NO <input type="checkbox"/>
22. Is fidelity bond insurance in place covering the maximum amount of funds that will be in the custody of the owners association or management company at any time? Required if project is 20 units or more and project is new (new construction or new conversion)	YES <input type="checkbox"/> NO <input type="checkbox"/>

PROJECT ELIGIBILITY GUIDELINES

23. Is Project a Condo hotel?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
24. Is Project part of a Master Association?	YES <input type="checkbox"/> NO <input type="checkbox"/>
25. Do all units contain full-sized kitchen appliances?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
26. Does Project have hotel type services?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
• If yes, provide types of services	
27. Is Project a timeshare or a segmented ownership project?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
28. Is Project a houseboat project?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

SELLER'S WARRANTY

I hereby certify that I have reviewed the questionnaire and the project meets the criteria for the following classification:

GMACM Warranty

Fannie May Type

Freddie Mac Class

Approval Date

Expiration Date

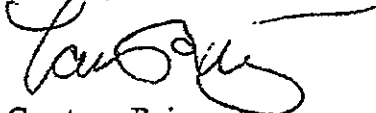
POSITANO
LAS COLINAS

January 10, 2008,

To Whom It May Concern,

Phase Two at Positano Homes consists of ten Villas. Ten Villas in Phase Two are complete.

Sincerely,



Courtney Ruiz
Sales Manager
Positano Homes
Las Colinas
972.556.0789
Courtney.ruiz@naproperties.com



08-01-2011

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

1. **PARTIES:** The parties to this contract are Louis G Nemeth, Cindy Nemeth (Seller) and Andrew Auerbach (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:**

A. **LAND:** Lot _____ Block A PT Positano Condominiums Addition, City of Denver Texas, known as 659 Via Ravella #659 County of Dallas 75227-2854 (address/zip code), or as described on attached exhibit.

B. **IMPROVEMENTS:** The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following: permanently installed and built-in items, if any; all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor described real property.

C. **ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) satellite dish systems, (ii) garage doors, (iii) entry gates, and (iv) other improvements and accessories.

D. **EXCLUSIONS:** The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession:

The land, improvements and accessories are collectively referred to as the "Property".

3. **SALES PRICE:**

A. Cash portion of Sales Price payable by Buyer at closing
B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$ 25,000.00
C. Sales Price (Sum of A and B) \$ 400,000.00

4. **FINANCING:** The portion of Sales Price not payable in cash will be paid as follows (check applicable boxes below):

☒ A. **THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of \$ 200,000 - 411.50 (excluding any loan funding fee or mortgage insurance premium).

(1) **Property Approval:** If the Property does not satisfy the lenders' underwriting requirements for the loan(s), (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.

(2) **Credit Approval:** (Check one box only)

☒ (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.

☐ (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

☐ B. **ASSUMPTION:** The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.

☐ C. **SELLER FINANCING:** A promissory note from Buyer to Seller of \$ n/a secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

TAR 1601

Initialed for Identification by Buyer [Signature]

and Seller [Signature]

TREC NO. 2011

RE/MAX, About 6322 Margolis Ave. Dallas, TX 75214

Phone: 214/341-1133

Fax:

Exhibit B

Contract Concerning

659 Via Ravello, 75039
(Address of Property)

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5. **EARNEST MONEY:** Upon execution of this contract by all parties, Buyer shall deposit \$3,900.00 as earnest money with Republic Title as escrow agent, at 3131 Turtle Creek Blvd., Dallas, TX 75219 (address). Buyer shall deposit additional earnest money of \$ n/a with escrow agent within n/a days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. **TITLE POLICY AND SURVEY:**

A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by Republic Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located,
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.

C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- ☒ (1) Within 3 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to the Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☒ Seller's expense ☐ Buyer's expense no later than 3 days prior to Closing Date.

- ☐ (2) Within n/a days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of receipt or the date specified in this paragraph, whichever is earlier.

- ☐ (3) Within n/a days after the effective date of this contract, Seller, at Seller's expense, shall furnish a new survey to Buyer.

D. **OBJECTIONS:** Buyer may object in writing to defects, exceptions, or encumbrances disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following activity: Single family residence

Buyer must object the earlier of (i) the Closing Date or (ii) 3 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time

TAR 1601

Initialed for identification by Buyer

AB

and Seller

AM

TREC NO.

Contract Concerning 659 Via Ravello, 75039
(Address of Property)

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allowed will constitute a waiver of Buyer's right to object, except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **PROPERTY OWNERS ASSOCIATION(S) MANDATORY MEMBERSHIP:** The Property ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property. If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used for each association.
- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the notice of notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §20.115, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC is required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map showing its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, located in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area, there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines and facilities necessary to provide water or sewer service to your property. You are required to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, required to provide water or sewer service to your property. The undersigned Buyer

TAR 1601

Initiated for identification by Buyer

and Seller

TREC 10-01-2011

Contract Concerning 659 Via Ravello 75039
(Address of Property)

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hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, \$5,014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall turn on existing utilities for inspections.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):
(Check one box only)

☒ (1) Buyer has received the Notice.

☒ (2) Buyer has not received the Notice. Within 3 days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

☐ (3) The Seller is not required to furnish the notice under the Texas Property Code.
C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only)

☒ (1) Buyer accepts the Property in its present condition.

☐ (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense shall complete the following specific repairs and treatments: n/a

general phrases, such as "subject to inspections" that do not identify specific repairs. (Do not insert)

NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its present condition under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs and treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date. All required permits must be obtained, and repairs and treatments must be performed by persons who are licensed or otherwise authorized by law to provide such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may do so and seek reimbursement from Seller at closing. The Closing Date will be extended up to 15 days if necessary, to complete repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC is required by the parties should be used.

TAR 1601 Initialed for Identification by Buyer

and Seller

TREC

Contract Concerning

1659 Via Ravello 75039
(Address of Property)

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H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ ~~495.00~~ 495.00. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before March 2 2012, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.

(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.

(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

(5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

TAR 1601

Initialed for identification by Buyer

[Signature]

and Seller

[Signature]

TREC NO. 2011

Contract Concerning 659 Via Ravello 75039
(Address of Property)

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12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ 5,500 to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Finding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion ☐ will ☐ will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

TAR 1401

Initialed for identification by Buyer

and Seller

ON LOW TREND

Contract Concerning 1259 Via Ravello 75039
(Address of Property)

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18. ESCROW:

- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at: Andrew Auerbach

To Seller at: CC Agent

1656 Tamarisk Ct.

Lou & Cindy Nemeth

Wichita, ks 67230

659 Via Ravello

Irving, Tx. 75039

Telephone: (316) 258-8535

Telephone: 704-488-0404

Facsimile: _____

Facsimile: _____

E-mail: jinhsea@cox.net, aauerbach@cox.net

E-mail: lou.nemeth@cae.com

TAR 1601 Initialed for identification by Buyer

And Seller

TREC NO. 20-10

Contract Concerning 659 VIA RAVELLO 75039 Page 8 of 9 08-01-2011
(Address of Property)

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Third Party Financing Addendum for Credit Approval | <input type="checkbox"/> Addendum for "Back-Up" Contract |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input checked="" type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Seller's Temporary Residential Lease |
| <input type="checkbox"/> Loan Assumption Addendum | <input type="checkbox"/> Short Sale Addendum |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas, and Other Minerals | <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |

☐ Other (list): n/a

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 100.00 (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 10 days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☒ will ☐ will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. CONSULT AN ATTORNEY: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's
Attorney is: n/a
n/a
n/a

Telephone: n/a

Facsimile: _____

E-mail: n/a

Seller's
Attorney is: n/a
n/a
n/a

Telephone: n/a

Facsimile: _____

E-mail: n/a

EXECUTED the 9th day of February, 2011 (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer Andrew Auerbach

Buyer

Seller David S. Jones

Seller Christy Jones

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 550-0000 (trec@www.trec.texas.gov) TREC NO. 20-10. This form replaces TREC NO. 20-8.

Contract Concerning 659 1/2 Ravella 75039
(Address of Property)

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BROKER INFORMATION

RE/MAX Associates of Dallas
Other Broker Firm

0510070
License No.

Coldwell Banker Residential 0420132
Listing Broker Firm License No.

represents ☒ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

represents ☐ Seller and Buyer as an intermediary
☒ Seller only as Seller's agent

Jeff Stone (972) 907-0000
Licensed Supervisor of Associate Telephone

Cyndi Laird
Licensed Supervisor of Associate Telephone

Mindy Farris (469) 569-2968
Associate Telephone

Jini Cyr 972-345-6256
Listing Associate Telephone

1221 Abrams Rd. #130
Other Broker's Address (972) 907-1205 Facsimile

Coldwell Banker
7001 Preston Rd #125 214-559-4419
Listing Broker's Office Address Facsimile

Richardson TX 75081
City State Zip

Dallas TX 75205
City State Zip

mcfarris@gmail.com
Associate Email Address

Jini.cyr@cbdr.com
Listing Associate's Email Address

n/a
Selling Associate Telephone

n/a
Selling Associate's Office Address Facsimile

n/a
City State Zip

n/a
Selling Associate's Email Address

Listing Broker has agreed to pay Other Broker 3% of the total sales price when the Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker _____ Date _____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of ☐ Contract and ☐ \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: Republic Title Date: _____

By: Sherry Sigman ssigman@republictitle.com
Address Email Address

3131 Turtle Creek Blvd Telephone: (214) 526-8916
Address

Dallas TX 75219 Facsimile: (214) 522-2894
City State Zip



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-29-2010

THIRD PARTY FINANCING ADDENDUM FOR CREDIT APPROVAL

TO CONTRACT CONCERNING THE PROPERTY AT

659 Via Ravello 75039

(Street Address and City)

Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain credit approval for the financing (Credit Approval). Buyer shall furnish all information and documents required by lender for Credit Approval. Credit Approval will be deemed to have been obtained when (1) the terms of the loan(s) described below are available and (2) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history. If Buyer cannot obtain Credit Approval, Buyer may give written notice to Seller within 28 days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not give such notice within the time required, this contract will no longer be subject to Credit Approval. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

NOTE: Credit Approval does not include approval of lender's underwriting requirements for the Property, as specified in Paragraph 4.A.(1) of the contract.

Each note must be secured by vendor's and deed of trust liens.

CHECK APPLICABLE BOXES:

☐ A. CONVENTIONAL FINANCING:

☐ (1) A first mortgage loan in the principal amount of \$ n/a (excluding any financed PMI premium), due in full in n/a year(s), with interest not to exceed n/a % per annum for the first n/a year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed n/a % of the loan.

☐ (2) A second mortgage loan in the principal amount of \$ n/a (excluding any financed PMI premium), due in full in n/a year(s), with interest not to exceed n/a % per annum for the first n/a year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed n/a % of the loan.

☐ B. TEXAS VETERANS LOAN: A loan(s) from the Texas Veterans Land Board of \$ n/a for a period in the total amount of n/a years at the interest rate established by the Texas Veterans Land Board.

☐ C. FHA INSURED FINANCING: A Section n/a FHA insured loan of not less than \$ n/a (excluding any financed MIP), amortizable monthly for not less than n/a years, with interest not to exceed n/a % per annum for the first n/a year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed n/a % of the loan. As required by HUD-FHA, if FHA valuation is unknown, "it is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ n/a. The purchaser (Buyer) shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the

Initialed for identification by Buyer

and Seller

RE/MAX Abrams 6358 Marquitta Ave. Dallas, TX 75214
Phone: 214.827.3955

Fax:

Mindy Farris

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

TREC NO. 40-A

Andrew and Ch

Third Party Financing Condition Addendum Concerning

Page 2 of 2 11-28-2010

659 Via Ravello 75039

(Address of Property)

appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The purchaser (Buyer) should satisfy himself/herself that the price and the condition of the Property are acceptable."

- ☐ D. VA GUARANTEED FINANCING: A VA guaranteed loan of not less than \$ 411,500 (excluding any financed Funding Fee), amortizable monthly for not less than 30 years, with interest not to exceed 4.000 % per annum for the first 30 year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed 1.000 % of the loan.

VA NOTICE TO BUYER: "It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs."

If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Price, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

Buyer hereby authorizes any lender to furnish to the Seller or Buyer or their representatives information relating only to the status of Credit Approval of Buyer.

[Signature]
Buyer Andrew Auerbach

[Signature]
Seller

Buyer

[Signature]
Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 459-8544 (<http://www.trec.state.tx.us>) TREC No. 40-4. This form replaces TREC No. 40-3.

TREC NO. 40-4



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
**ADDENDUM FOR PROPERTY SUBJECT TO
MANDATORY MEMBERSHIP IN A PROPERTY
OWNERS ASSOCIATION**

11-29-2010

(NOT FOR USE WITH CONDOMINIUMS)

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

659 Via Bavello 75039

(Street Address and City)

(Name of Property Owners Association)

- A. SUBDIVISION INFORMATION:** "Subdivision Information" means: (i) the restrictions applying to the subdivision, (ii) the bylaws and rules of the Property Owners Association (Association), and (iii) a resale certificate, all of which comply with Section 207.003 of the Texas Property Code.
(Check only one box):

☒ 1. Within 14 days after the effective date of the contract, Seller shall, at Seller's expense, deliver the Subdivision Information to Buyer. If Buyer does not receive the Subdivision Information, Buyer may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract for any reason within 7 days after Buyer receives the Subdivision Information or prior to closing, whichever first occurs, and the earnest money will be refunded to Buyer.

☐ 2. Buyer has received and approved the Subdivision Information before signing the contract. Buyer ☐ does ☐ does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.

☐ 3. Buyer does not require delivery of the Subdivision Information.

If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer.

Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

- B. FEES:** Except as provided by Paragraph C, Buyer shall pay any and all Association fees or other charges resulting from the transfer of the Property not to exceed \$ 50% and Seller shall pay any excess.

- C. DEPOSITS FOR RESERVES:** Buyer shall pay any deposits for reserves required at closing by the Association.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

Buyer Andrew Auerbach

Seller Andrew Auerbach

Buyer

Seller Andrew Auerbach

This form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78714-2188, (512) 469-6544 (<http://www.trec.state.tx.us>) TREC No. 38-S. This form replaces TREC No. 38-S.

TAR 1922

REALMAX Advisors 6338 Miraflores Ave. Dallas, TX 75214

Phone: 214.527.3953

Fax:

TREC NO. 38-6

Andrew and Chlo

MAR. 1. 2012 12:58PM WF HOME MORTGAGE

NO. 3850 P. 1

Homeowner's Association Certification



Date 2/28/12 Loan # 0337189331 Branch Contact Name & Phone Caleb Arsten 866-209-4154 x75817
Project Name and Address Positano Condominiums

1. Are all common elements and/or facilities substantially complete? ☒ Yes ☐ No
If no, are all common elements and/or recreational facilities associated with the subject phase complete?
☐ Yes ☐ No
2. Is the project subject to additional phasing and add-ons? ☒ Yes ☐ No
If yes, number of additional phases and units to be built: Phases: one Units: 40
3. Is the project a conversion of an existing building? ☐ Yes ☒ No
If yes, was conversion a full gut-rehabilitation? ☐ Yes ☐ No
If yes, what was original purpose?
4. Date control of the HOA transferred from the developer to unit owners. Developer still in control, once 75% closed refers to owners control
5. Date when first units made available for sale
6. Total number of units
7. Number of residential units sold and closed:
8. Number of units under contract:
9. A. Number of units owned as second/vacation homes;
B. Number of units owned as investment properties (never occupied for personal use);
C. Number of rented units owned by the developer/association:
10. Number of sales in last 90 days:
11. Does any one person or entity own more than one unit? ☒ Yes ☐ No
If yes, list how many each own: Developer owns all unsold units
12. How many units are over 30 days delinquent? 1
13. Are there any pending special assessments? ☐ Yes ☒ No
If yes, explain:
14. Is the HOA involved in any litigation, mediation, arbitration or other dispute resolution process? ☐ Yes ☒ No
If yes, explain:
15. Are there any adverse environmental factors affecting the project as a whole or as individual units? ☐ Yes ☒ No
16. Does the homeowner's association have a reserve fund separate from the operating account? ☒ Yes ☐ No
If yes, is it adequate to prevent deferred maintenance? ☒ Yes ☐ No Current amount in fund \$215,282.00 as of 12/28/11
17. Total income budget for this year: \$501,051.00 Total Reserves budgeted for the year \$87,059.00
18. Do the project legal documents include any restrictions on sale which would limit the free transferability of title? (i.e. Age Restrictions, First Right of Refusal, other deed/income restrictions) ☐ Yes ☒ No
19. Is the unit part of a legally established condominium project, in which common areas are owned jointly by unit owners? ☐ Yes ☒ No
20. Are the units owned in fee simple or leasehold? ☒ Fee Simple ☐ Leasehold
21. Are the amenities/recreational facilities owned by the HOA? ☒ Yes ☐ No

Continued on next page

Effective Date: February 2011

Page 1

02/28/2012 11:58AM (GMT-07:00)

MAR. 1. 2012 12:58PM WF HOME MORTGAGE

NO. 3850 P. 2

Homeowner's Association Certification



22. If a unit is taken over in foreclosure or deed-in-lieu, is the mortgagee (lender) responsible for delinquent HOA dues?
☒ Yes ☐ No

If yes, are they responsible for 0-6 months or 7+ months

23. Does the property operate as a resort hotel; renting units on a daily basis? ☐ Yes ☒ No

If yes, number of years in operation: _____

Please check applicable services:

☐ Restaurant / food service

☐ Check-in rental desk

☐ Daily maid service

☐ Time share

☐ Mandatory rental pool

☐ Commercial (boutiques, etc.) _____ percentage of square footage _____ %

24. Is any part of the project used for commercial purposes?
If yes, what percentage of square footage?

0 %

25. Do the project legal documents or local zoning limit the amount of time the owner can live in their unit?

☐ Yes ☒ No

26. HOA is named insured on master insurance policy?

yes

27. Are common elements/limited common elements insured to 100% replacement cost? ☒ Yes ☐ No

Deductible \$ _____

Expiration date: _____

28. Coverage \$ _____

29. Are units or common improvements located in a flood zone? ☐ Yes ☒ No

If yes, is flood insurance in force? ☐ Yes ☐ No

Does this cover at least 100% replacement? ☐ Yes ☐ No

Or, is this the coverage maximum available per condominium federal flood program? ☐ Yes ☐ No

30. Is the HOA insured for general liability? ☒ Yes ☐ No If yes, amount per occurrence \$ _____

31. Does the HOA provide hazard insurance coverage for the interior (walls-in) of the condominium unit?

☐ Yes ☒ No

32. Is the HOA insured for Fidelity Bond?

☒ Yes

☐ No If yes, amount \$ _____

Amount carried by management Co.: _____

33. Minimum number of days required for written notification to be given to HOA or insurance trustee before any substantial changes or cancellation of the project coverage:

30 days

The above information was obtained from the following representative of the project's Homeowners Association.
#1 - 13 must be completed for the Homeowner's Association re-certification

Barbara Coats

HOA Manager

[Signature]

[Signature]

972-556-0789

2/28/12

[Signature]

[Signature]

Please confirm
all insurance information
w/ Valerie Romo.
(2)

OMB No. 2502-0265

A Settlement Statement (HUD-1)

U.S. Department of Housing
and Urban Development

B. Type of Loan CONV INS	File Number 12R04273 TC1	Loan Number 0337189336	Mortgage Insurance Case Number
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			

D. Name and Address of Borrower:	ANDREW J. AUERBACH 659 VIA RAVELLO, IRVING, TX 75039
E. Name and Address of Seller:	LOUIS GEZA NEMETH AND CINDY NEMETH
F. Name and Address of Lender:	WELLS FARGO BANK, N.A. 2701 WELLS FARGO WAY, MINNEAPOLIS, MN 55408
G. Property Location:	659 VIA RAVELLO, IRVING, TEXAS 75039
H. Settlement Agent:	Republic Title of Texas, Inc. TIN 75-1825384
I. Place of Settlement	3131 Turtle Creek Blvd., Suite 101, Dallas, Texas 75219 (214) 528-8916
J. Settlement Date:	03/02/2012
K. Funding Date:	03/02/2012

I. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	436,500.00	401. Contract sales price	436,500.00
103. Charges from line 1400	11,929.03	Adjustments for items paid by seller in advance	
Adjustments for items paid by seller in advance			
120. Gross Amount Due from Borrower	448,429.03	420. Gross Amount Due to Seller	436,500.00

J. Amounts Paid by or in Behalf of Borrower		L. Reductions in Amount Due to Seller	
201. Deposit or earnest money	3,900.00	502. Charges from line 1400	23,136.36
202. Principal amount of new loan	386,500.00	505. Payoff lien to GMAC MORTGAGE*	398,106.15
204. Option fee	100.00	506. Option fee	100.00
205. Seller Paid Owner's Policy/Guaranty Fee	2,642.00	507. Seller Paid Owner's Policy/Guaranty Fee	2,642.00
206. Realtor credit	500.00	508. Seller Paid Closing Costs	8,500.00
207. Seller Paid Closing Costs	8,500.00	Adjustments for items unpaid by seller	
Adjustments for items unpaid by seller		509. Property taxes	1,839.43
210. Property taxes	1,839.43	from 01/01/2012 thru 03/02/2012	
from 01/01/2012 thru 03/02/2012		510. ASSESSMENT	109.43
212. ASSESSMENT	109.43	from 01/01/2012 thru 03/02/2012	
from 01/01/2012 thru 03/02/2012		511. POSITANO HOA DUES	18.90
213. POSITANO HOA DUES	18.90	from 03/01/2012 thru 03/02/2012	
from 03/01/2012 thru 03/02/2012			
220. Total Paid by/for Borrower	404,109.76	520. Total Reduction Amount Due Seller	434,452.27

M. Cash at Settlement from/to Borrower		N. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	448,429.03	601. Gross amount due to seller (line 420)	436,500.00
302. Less amounts paid by/for borrower (line 220)	404,109.76	602. Less reduction amount due seller (line 520)	434,452.27
303. Cash From Borrower	44,319.27	603. Cash To Seller	2,047.73

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting of data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

Republic Title of Texas, Inc.

SETTLEMENT OR ESCROW AGENT

Assumption or Payoff breakdowns, IF ANY,
will appear on addendum.

Notice to Seller

See attached 1099-S Addendum or Certification
form for important tax information.

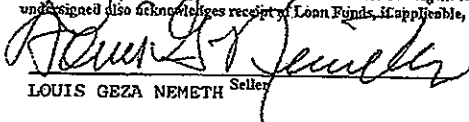
GF NO. 12R04273 TC1

Settlement Statement				PAY TO FROM	PAY TO FROM
				BORROWER'S	SELLER'S
				FUNDING	FUNDING
				SETTLEMENT	SETTLEMENT
700. Total Real Estate Broker Fee	Division of commission (line 700) as follows:				
701. \$ 8730.00 to Goldwell Banker Residential					
702. \$ 13095.00 to RE/MAX ASSOCIATES OF DALLAS					
703. Commission paid at settlement					21,825.00
DISCLOSURE REQUIRED BY SEC. 2702.053 INSURANCE CODE:					
The following persons, firms, or corporations received a portion of the real estate commission amount shown above:					
COLDWELL BANKER, JINI GYR, ASSOCIATES OF DALLAS REAL ESTATE INC, MINDY FARRIS					
704. TRANSACTION FEE to COLDWELL BANKER					250.00
800. Items Payable in Connection with Loan					
801. Our origination charge	\$ 110.00	(from GFE #1)			
802. Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)			
803. Your adjusted origination charges		(from GFE A)	110.00		
804. Appraisal fee to REIS VALUATION		(from GFE #3)	400.00		
805. Credit report to REIS CREDIT		(from GFE #3)	11.00		
806. Tax service to		(from GFE #3)			
807. Flood certification		(from GFE #3)			
808. DOCUMENT PREPARATION to BROWN, FOWLER & ALSUP	110.00				
900. Items Required by Lender to be Paid in Advance					
901. Daily interest charges from 03/02/2012 to 04/01/2012 @ \$31.7700/day		(from GFE #10)	953.10		
902. Mortgage insurance premium for months to		(from GFE #3)			
903. Homeowner's insurance for 1.00 year to USAA		(from GFE #11)	1,271.94		
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account		(from GFE #9)	4,793.34		
1002. Homeowner's insurance	3.00 months @ \$ 106.00 per month	\$ 318.00			
1003. Mortgage insurance	months @ \$ per month	\$			
1004. Property taxes					
County taxes	6.00 months @ \$ 954.88 per month	\$ 5,429.28			
1005. months @ \$ per month	\$				
1006. months @ \$ per month	\$				
1007. Aggregate Adjustment		-\$ 953.94			
1100. Title Charges					
1101. Title services and lender's title insurance (see HUD-1 Addendum)		(from GFE #4)	620.65		
1102. Settlement or closing fee	\$			325.00	
1103. Owner's title insurance (see HUD-1 Addendum)		(from GFE #5)	2,642.00		
1104. Lender's title insurance	\$	270.65			
1105. Lender's title policy limit	\$386,500.00				
1106. Owner's title policy limit	\$436,500.00				
1107. Agent's portion of the total title insurance premium	\$2,672.35				
1108. Underwriter's portion of the total title insurance premium	\$436.30				
1109. Title Charges to Republic Title:					
Courier					10.00
1110. Attorney Charges to Hunter & Kramer, P.C.:					
Release of Lien					75.00
1111. Tax Certificate					47.36
1112. State of Texas Policy Guaranty Fee Loan policy to The Guaranty Association	\$2.00				
1113. State of Texas Policy Guaranty Fee Owner's policy to The Guaranty Association	\$2.00				
1114. Document Preparation to BROWN, FOWLER & ALSUP					95.00
1200. Government Recording and Transfer Charges					
1201. Government recording charges		(from GFE #7)	124.00		
1202. Deed \$28.00 Mortgage \$95.00 Releases \$24.00					24.00
1203. Transfer taxes		(from GFE #8)			
1204. City/County tax/stamps Deed \$ Mortgage \$					
1205. State tax/stamps Deed \$ Mortgage \$					
SEE CONTINUATION PAGE					

The undersigned understands the Settlement or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement.

The undersigned understands that tax and insurance provisions and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Settlement or Escrow Agent to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.


LOUIS GEZA NEMETH Seller

ANDREW J. AUERBACH Buyer


CANDY NEMETH Seller

Buyer

GF NO. 12R04273 TC1

[illegible]

The undersigned hereby authorizes Settlement or Escrow Agent to make expenditures and disbursements as shown above and approve same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

LOUPE GEZA NEMETH

ANDREW J. AUERBACH ^{Buyer}

CINDY NEMETH

Buyer



TEXAS ASSOCIATION OF REALTORS®
RELEASE OF EARNEST MONEY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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**RELEASE OF EARNEST MONEY BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING
THE PROPERTY AT**

659 Via Ravello #659, Irving, TX

NOTICE: This form provides for the release of the parties, brokers, and title companies from all liability under the contract (not just for disbursement of earnest money). Do not sign this form if it is not your intention to release all the persons signing this form from all liability under the contract. READ THIS RELEASE CAREFULLY. If you do not understand the effect of this release, consult your attorney BEFORE signing.

A. The undersigned Buyer and Seller release each other, any broker, title company, and escrow agent from any and all liability under the aforementioned contract.

B. The undersigned direct Republic Title (escrow agent) to disburse the earnest money as follows:

\$ 3,900.00 to Andrew Auerbach
\$ _____ to _____
\$ _____ to _____
\$ _____ to _____

Buyer Andrew Auerbach

3/4/12
Date

Seller Louis G. Nemeth

Date

Buyer

Date

Seller Cindy Nemeth

Date

Address: 1656 Tamarisk Ct.

Address: _____

Wichita, KS 67230

RE/MAX Associates of Dallas

03/04/2012

Other/Cooperating Broker

Date

Coldwell Banker

Listing/Principal Broker

Date

By [Signature]

03/04/2012

Date

By _____

Date

Address: 1221 Abrams Rd. #130

Address: 7001 Preston Rd. #125

Richardson, TX 75081

Dallas, TX 75205

(TAR-1904) 2-6-02

Page 1 of 1

RE/MAX Abrams 6358 Marquita Ave. Dallas, TX 75214

Phone: 214.827.3955

Fax: _____

Mindy Farris

Produced with ZinForm® by zinlook 18070 Fifteen Mile Road Fraser Michigan 48026 www.zinlook.com

Andrew and Cho



12-05-2011

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

NOTICE OF BUYER'S TERMINATION OF CONTRACT

CONCERNING THE CONTRACT FOR THE SALE OF THE PROPERTY AT

659 Via Ravello #659

Irving

(Street Address and City)

BETWEEN THE UNDERSIGNED BUYER AND Louis G. Nemeth, Cindy Nemeth

(SELLER)

Buyer notifies Seller that the contract is terminated pursuant to the following:

- ☐ (1) the unrestricted right of Buyer to terminate the contract under Paragraph 23 of the contract.
- ☐ (2) Buyer cannot obtain Credit Approval in accordance with the Third Party Financing Addendum for Credit Approval to the contract.
- ☒ (3) the Property does not satisfy the lenders' underwriting requirements for the loan under Paragraph 4A(1) of the contract.
- ☐ (4) Buyer elects to terminate under Paragraph A of the Addendum for Property Subject to Mandatory Membership in a Property Owners' Association.
- ☐ (5) Buyer elects to terminate under Paragraph 7B(2) of the contract relating to the Seller's Disclosure Notice.
- ☐ (6) Other (identify the paragraph number of contract or the addendum): _____

NOTE: Release of the earnest money is governed by the terms of the contract.

Andrew Auerbach 3/4/12
Buyer Date

Buyer Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 38-4. This form replaces TREC No. 38-3.

TREC No.38-4

Item	Date Purchased	Purchase Amount
Antique Silver Flatwear Set - Wallace	1952	\$15,000
Office Furniture	2008	\$18,000
Window Film 3M	2008	\$3,800
Power tools/tool box/ladders		\$3,200
2 leather coaches	2008	\$1,600
dining rm table/chairs	2003	\$2,000
dining rm hutch	2003	\$1,500
glass coffee tale - Pottery Barn	2008	\$600
2 red end tables- Pottery Barn	2008	\$800
2 wrought iron lamps	2008	\$400
6 ft christmas tree w/lights	2003	\$600
Custom Plantation Shutters	2008	
King size matteress	2011	\$1,000
2 blk marble topped & wood night stands	2005	\$1,800
Teak wood corner hutch	1980	\$800
2 brass & glass book shelves	1980	\$1,600
Antique buffet w/ beveled glass	1930	\$500
Antique child's wardrobe w/ beveled mirror	1930	\$500
2 wrought iron & faux marble end tables	2005	\$500
1 wrought iron and faux marble coffee table	2005	\$400
red oriental rug 8x10 - Pottery Barn	2008	\$800
sisal rug with red border 8x10 - Pottery Barn	2008	\$600
2 lamps blk/iron bronze silk shade	2008	\$300
18 pc place setting white dishes - Pottery Barn		
sheets 4 bedrooms		
towels - 4 bedrooms		
pillows - 4 bedrooms		
2 comforter sets		
12 cut glass high ball glasses		
1 blk glass desk	2011	\$200
1 Oreck upright vacumm	2008	\$300
American Girl Dolls -6	1995	
American Girl Furniture		
American Girl Clothes & Accessories		
Barbie Doll Collection	1960's	
2-4ft pumpkins outside décor		\$50
Antique Gold Wall Mirror 3x5	2005	\$400
Christmas Decorations 20+ boxes		
white meat serving platter - Pottery Barn	2008	\$75
2 white vegetale serving bowls - Pottery Barn	2008	\$80
1 standing silverwear cabinet from China	1984	\$100
Bosch Washer	2008	\$1,000
Bosch Dryer	2008	\$1,000
Misc items -frames, décor boxes, lamps		\$1,000
wht 3 drawer nightstand - Pier One	2008	
wht 6 drawer dresser Haverty's	2008	
Wht mirror for dresser Haverty's	2008	
Blk 6 drawer dresser	2008	\$900
2 teak wood chairs	1990	\$500
		\$61,905

Exhibit C

July 18, 2013

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED 70112000000120560438

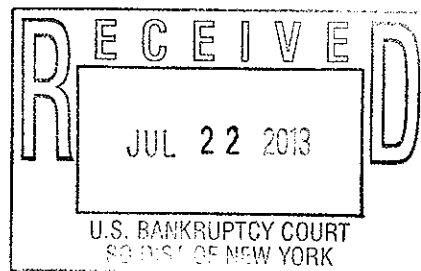
Residential Capital, LLC
P.O. Box 385220
Bloomington, Minnesota 55438

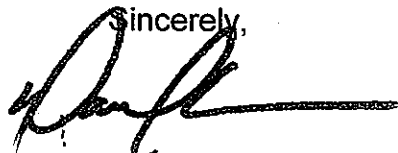
RE: Proof of Claim (4731); Residential Capital, LLC, Case No. 12-12020; Louis G. Nemeth (Claimant)

To Whom It May Concern:

Enclosed please find the additional information requested on the above Proof of Claim.

Should you have any questions or comments, please let me know.



Sincerely,

David L. Kane
Attorney at Law

cc United States Bankruptcy Court for the Southern District of New York
One Bowling Green, Room 534
New York New York 10004